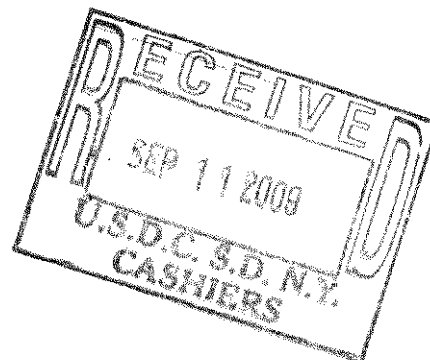


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Attorneys for Plaintiff,
NB Shipping Limited

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NB SHIPPING LIMITED,

Plaintiff,

-against-

SILVERSHIPS LTD.,

Defendant.

09 Civ. ()

VERIFIED COMPLAINT

Plaintiff, NB Shipping Limited ("NB Shipping" or "Plaintiff"), by and through its attorneys, Holland & Knight LLP, for its verified complaint against defendant, Silverships Ltd., ("Silverships" or "Defendant"), alleges, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333(1), as hereinafter more fully appears and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. At all material times herein, NB Shipping was and is a business entity organized and existing under the laws of a foreign nation and maintains a place of business at 229 Arch. Makarios III Avenue, Melisa Court 7th Floor, Limassol, Cyprus.

3. Upon information and belief, at all times material herein, Silverships was and is a business organized and existing under the laws of a foreign nation and maintains a place of business at Room 813, 8/F Hollywood Plaza, 610 Nathan Road, Kowloon, Hong Kong.

4. On or about July 7, 2009, NB Shipping as owner and Silverships as charterer entered into a time charter evidenced by a fixture recap ("the "Time Charter"), whereby NB Shipping agreed to charter its vessel, the M/V MONCHEGORSK (the "Vessel"), to Silverships for a period of 3-5 months in charterer's option. The Time Charter was otherwise based on NB Shipping's *pro forma* "NYPE 93" charter party dated July 14, 2007 with additional clauses and the parties' logical amendments.¹

5. For the use of the Vessel, Silverships was to pay NB Shipping hire at a rate of US\$6,200 per day, payable 15 days in advance.

6. The Time Charter provided that the payment of hire was to be made to NB Shipping, or its designated payee, in United States currency.

7. On July 15, 2009 at 02:15 GMT, NB Shipping delivered the Vessel to Silverships and thus the Vessel commenced performance under the Time Charter. A true and correct copy of the first hire statement reflecting the delivery of the Vessel is attached hereto as Ex. 1.

¹ Clause 70 of the additional clauses addresses the issue of confidentiality and states: "Both Owners, Charterers and brokers will keep fixture private and confidential." Therefore, this Verified Complaint does not exhibit the Time Charter. Should the Court wish to review the Time Charter in connection with issuance of the Order of Attachment, or otherwise, NB Shipping will produce it for *in camera* review.

8. The first hire payment of US\$257,750.00 was due and payable to NB Shipping on July 15, 2009 (*see* Ex. 1), which despite NB Shipping's due demand, Silverships failed to pay.

9. In accordance with Clause 11(b) of the Time Charter NB Shipping provided Silverships with the requisite notice via an e-mail dated July 21, 2009 that Silverships had until the close of business on July 24, 2009 to rectify its failure to pay hire, failing which the Vessel would be withdrawn from Silvership's service. A true and correct copy of this e-mail is attached hereto as Ex. 2.

10. Silvership failed to rectify its delinquent payment of hire and NB Shipping accordingly withdrew the Vessel from Silvership's service on or about July 27, 2009. A true and correct copy of the e-mail notification of withdrawal is attached hereto as Ex. 3.

11. Pursuant to Clause 11 of the Time Charter, Silverships fundamentally breached the charter by failing to pay hire when due necessitating NB Shipping to withdraw the Vessel from the Time Charter.

12. NB Shipping was able to partially mitigate its losses and the Vessel was fixed for a time charter trip of about 30 days (August 16 – September 16) at a daily hire rate of US\$3,500. The Vessel was delivered into the new mitigating time charter on August 16, 2009 at 09:30 hours (local time) off Colombo, Sri Lanka.

13. As a result of Silverships' breach of the Time Charter, NB Shipping is owed US\$623,950.00 in amounts due under the terms of the Time Charter but not paid. The details of the hire due by Silverships is as follows:

- a. 1st hire: US\$257,750.00
- b. August 1 – August 16 (16 days x \$6,200): US\$99,200.00
- c. August 16 – September 16 (30 days x \$6,200 – \$3,500= \$2,700): US\$81,000.00

d. September 16 – October 16 (30 days x \$6,200): US\$186,000.00

14. The Time Charter incorporates the BIMCO LMAA arbitration clause pursuant to which any disputes under the Time Charter are to be resolved by arbitration in London before a Tribunal of three pursuant to English law. In that regard, NB Shipping, through its London attorneys, appointed its arbitrator, Mr. Christopher Moss, on September 2, 2009, and in accordance with the BIMCO LMAA arbitration clause demanded that Silverships appoint its arbitrator within 14 days, that is, by September 16, 2009.

15. While all disputes arising out of the Time Charter are to be arbitrated in London, the action herein is submitted in accordance with Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure as well as 9 U.S.C. § 8, this action is not and cannot be considered a waiver of the Time Charter's arbitration clause.

16. In London arbitrations where English law applies, costs, including a reasonable allowance for attorney's fees, routinely are awarded. The cost for the arbitration tribunal is estimated to be £10,000, which is equivalent to US\$16,665.00 at the current exchange rate (1£ = US\$1.6665 as published in the Wall Street Journal). Legal costs associated with the London arbitration proceeding are estimated to be £20,000.00, which is equivalent to US\$33,330.00 at the current exchange rate. Thus, arbitration costs and legal fees currently are estimated to be US\$49,995.00

17. It is estimated that it will take approximately eighteen months to resolve this dispute. In London arbitrations where English law applies, awards routinely include an award for interest at a rate of 4.5% per annum compounded every three months.

18. In summary, NB Shipping's claim is currently as follows:

a)	Interest (4.5% per annum on \$623,950.00 compounded quarterly for eighteen months):	\$ 28,501.00
b)	Attorney's fees and arbitration costs:	\$ 49,995.00
c)	<u>Total Principal Claim:</u>	<u>\$623,950.00</u>
	Total Sought:	<u>\$702,446.00</u>

19. Although Silverships is not found within the Southern District of New York, it does transact business in U.S. Dollars as evidenced by the requirement for the payment of hire in U.S. currency under the Time Charter. Hence, the Defendant has, or will have during the pendency of this proceeding, assets, goods, chattels, credits, letters of credit, bills of lading, debts, effects and monies, funds, credits, wire transfers, accounts, letters of credit, electronic fund transfers, freights, sub-freights, charter hire, sub-charter hire, or other tangible or intangible which belongs to it, is claimed by it, is being held for it or on its behalf, or which is being transferred for the benefit of Silverships Ltd., within the jurisdiction and held in the name of Silverships Ltd., upon information and belief, the following financial institutions: ABN Amro Bank; American Express Bank; Banco Popular; Bank of America, N.A.; Bank of China; Bank Leumi USA; The Bank of New York; Bank of Tokyo-Mitsubishi UFJ Ltd.; BNP Paribas; Calyon Investment Bank; Citibank, N.A.; Commerzbank; Deutsche Bank Trust Company Americas; HSBC Bank USA, N.A.; Industrial and Commercial Bank of China; JPMorgan Chase Bank, N.A.; Standard Chartered Bank; Société Générale; UBS AG; Wachovia Bank, N.A.; or any other financial institution within the Southern District of New York.

WHEREFORE, plaintiff NB Shipping Limited prays:

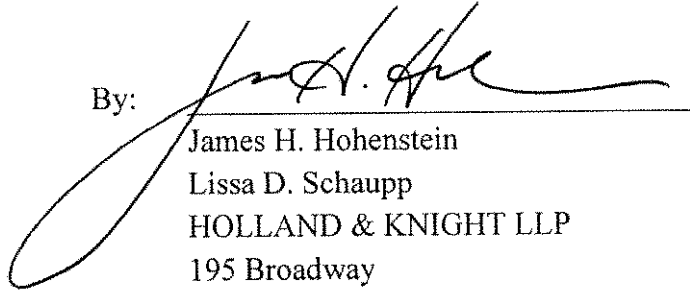
1. That a summons with process of prejudgment attachment and garnishment may issue against the defendant Silverships Ltd., in the amount of US\$702,446.00 (inclusive of estimated interest, costs and attorney's fees), and if defendant Silverships Ltd. cannot be found, then that its goods, chattels, credits, letters of credit, bills of lading, debts, effects and monies, funds, credits, wire transfers, accounts, letters of credit, electronic fund transfers, freights, sub-freights, charter hire, sub-charter hire, or other tangible or intangible property which belongs to it, is claimed by it, is being held for it or on its behalf, or which is being transferred for its benefit, within the district may be attached in an amount sufficient to answer NB Shipping's claim;
2. That defendant Silverships Ltd., and any other person claiming an interest therein may be cited to appear and answer the matters aforesaid;
3. That this Court retain jurisdiction over this matter through the entry of any award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof; and
4. That judgment be entered in favor of NB Shipping Limited and against Silverships Ltd. in the amount of US\$702,446.00 (inclusive of estimated interest, attorneys' fees and costs); and,

5. That this Court grant NB Shipping Limited such other and further relief which it may deem just and proper.

Dated: New York, New York
September 11, 2009

HOLLAND & KNIGHT LLP

By:

A large, stylized handwritten signature in black ink, likely belonging to James H. Hohenstein, is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

James H. Hohenstein

Lissa D. Schaupp

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lissa.schaupp@hklaw.com

Attorneys for Plaintiff,
NB Shipping Limited

VERIFICATION

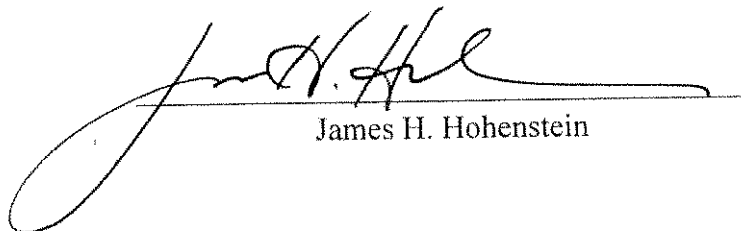
STATE OF NEW YORK)

:SS.:

COUNTY OF NEW YORK)

JAMES H. HOHENSTEIN, being duly sworn, deposes and says:

I am a member of the firm of Holland & Knight LLP, counsel for NB Shipping Limited ("Plaintiff"), plaintiff in the foregoing action. I have read the foregoing Verified Complaint and know the contents thereof, and the same are true and correct to the best of my knowledge. I have reviewed documentation provided to me by Plaintiff's representatives and corresponded with Plaintiff's representatives regarding this matter. I am authorized by Plaintiff to make this verification, and the reason for my making it as opposed to the Plaintiff is that no director or officer of Plaintiff is within the jurisdiction of this Honorable Court.



James H. Hohenstein

Sworn to before me this
11th day of September, 2009



Notary Public

Cecilia Ashbourne
Notary Public, State of New York
NO. 01AS6040667
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires 4-24-2010

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EXHIBIT 1

From: Bonmar Operations [ops@bonmar.ch]
Sent: Wednesday, July 15, 2009 3:54 AM
To: ACF Shipping & Trading Inc. - Chartering Dept
Cc: Ops; Nina Neudakhina
Subject: MV Monchegorsk - HIRE PMT
Importance: High
Follow Up Flag: Follow up
Flag Status: Flagged
Attachments: MONCHEGORSK HIRE 1 SILVERSHIPS.xls

o: Manos
 ROM: Bonmar SA

IV MONCHEGORSK

Good day,

With reference to the above headed vessel, our records show that the hire payment 1st is due on the 15th July 2009. In this respect please kindly forward Charterers hire payment statement together with your bank confirmation of the payment (swift confirmation).

Is find below the banking details:

Beneficiary's Bank: Berenberg Bank

Neuer Jungfernstieg 20, 20354 Hamburg, Germany

account no.: 05-22435-007

BAN: DE67 201 200 00 05 22435 007

account No. DE10 201 200 00 05 22435 007

Payment by direct S.W.I.F.T. MT103 without intermediary of another bank in Germany

S.W.I.F.T. address BEGODEHH

Over Payment: By S.W.I.F.T. MT202 with same day value to the account of Berenberg Bank, Hamburg, with Northern Trust International Banking Corp., New York, N.Y.

S.W.I.F.T. address: CNORUS33XXX

BENEFICIARY: NB SHIPPING LIMITED

We thank you in advance your kind attention with regards to the above headed matter.

3rgds
 Alessandro Comitini
 Bonmar SA

9/10/2009

EXHIBIT 2

From: Ivan Kvasnikov [ik@Bonmar.ch]
Sent: Tuesday, July 21, 2009 8:55 AM
To: ACF Shipping & Trading Inc. - Chartering Dept
Subject: MV MONCHEGORSK / SILVERSHIPS / CP DTD 07.07.2009.
Importance: High
Follow Up Flag: Follow up
Flag Status: Flagged

O: ACF SHIPPING AND TRADING INC. FOR SILVERSHIPS LTD.
M: BONMAR SA

E: MV MOCHEGORSK / CP DTD 07.07.2009.

Dear Sirs,

We refer to the payment of hire due under the Charterparty dated July 07, 2009.

Payment has not been made so as to have been received by Owners' bank on 20 July 2009 and in the circumstances we hereby request you pursuant to Clause 11(b) of the Charterparty to rectify your failure and effect payment of hire by close of business 24 July 2009 failing which the Vessel will be withdrawn from your services.

Best Regards,
Ivan Kvasnikov
Bonmar SA
as agents only
for and on behalf of NB Shipping Ltd

9/10/2009

EXHIBIT 3

From: Ivan Kvasnikov [ik@Bonmar.ch]
Sent: Monday, July 27, 2009 5:07 AM
To: ACF Shipping & Trading Inc. - Chartering Dept
Subject: MV Monchegorsk / CP dtd 07.07.09. - Notice of Withdrawal
Importance: High
Follow Up Flag: Follow up
Flag Status: Flagged

TO: ACF SHIPPING AND TRADING INC. FOR SILVERSHIPS LTD.
FM: BONMAR SA

RE: MV MOCHEGORSK / CP DTD 07.07.2009.

Notice of Withdrawal

Mv Monchegorsk - Time Charter dated 07.07.09.

Dear Sirs,

On 21 July 2009 we gave you written notice pursuant to Clause 11 of the above charterparty that you must pay the outstanding hire and that if you failed to do so we will withdraw the Vessel from service.

The outstanding hire remains unpaid. We therefore exercise our right to withdraw the Vessel from service with immediate effect. Furthermore, we treat your failure to pay charter hire and other sums due to be a breach/es of the charterparty and we reserve the right to claim substantial damages.

Best Regards,
Ivan Kvasnikov
Bonmar SA
As agents only
For and on behalf of NB Shipping Ltd

9/10/2009